

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION**

In Re:)	20-17869
)	
Patricia Gistarb,)	Chapter 13
)	
Debtor(s).)	Judge LaShonda A. Hunt

NOTICE OF MOTION

TO: See attached Service List

PLEASE TAKE NOTICE that on July 9, 2021, at 10:15 am, or as soon thereafter as counsel may be heard, I shall appear before the Honorable LaShonda A. Hunt, or any other judge sitting in that judge's place, and present the Debtor's **Motion**, a copy of which is attached.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: <https://www.zoomgov.com/join>. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and passcode. The meeting ID for this hearing is 161 165 5696 and the passcode is 7490911. Additional information can be found on Judge Hunt's webpage on the court's website: <https://www.ilnb.uscourts.gov/content/judge-lashonda-hunt>.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

Patricia Gistarb, Debtor

By: /s/ John J. Ellmann

John J. Ellmann, Attorney for the Debtor(s)
DAVID M. SIEGEL & ASSOCIATES, LLC
790 Chaddick Drive, Wheeling, IL 60090
847/ 520-8100
davidsiegelbk@gmail.com

CERTIFICATE OF SERVICE

I, John Ellmann, Attorney for the Debtor(s), certify that I served a copy of this notice and the attached motion on each entity shown on the Service List at the address shown and by the method indicated on the list on June 11, 2021, at or before 5:00 pm.

/s/ John J. Ellmann

SERVICE LIST

To the following persons or entities who were served electronically by the Bankruptcy Court:

Glenn Stearns, Ch. 13 Trustee: mcguckin_m@lisle13.com

To the following persons or entities who were served via regular U.S. Mail:

Patricia Gistarb
4412 Washington Drive
Richton Park, IL 60471

City of Chicago Department
of Administrative Hearing
City of Chicago - DOAH c/o Arnold Scott
111 W. Jackson, Ste. 600
Chicago, IL 60604

OneMain Financial
P.O Box 3251
Evansville, IN 47731

Andrews Federal Credit Union
5711 Allentown Rd
Suitland, MD 20746

**UNITED STATES BANKRUPTCY COURT
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In Re:)	20-17869
)	
Patricia Gistarb,)	Chapter 13
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Debtor(s).)	Judge LaShonda A. Hunt

MOTION FOR LEAVE TO SELL REAL PROPERTY

NOW COMES the Debtor, by and through her attorneys, DAVID M. SIEGEL & ASSOCIATES, LLC, to present her Motion, and in support thereof states as follows:

1. Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
2. On September 29, 2020, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, Glenn Stearns was appointed Trustee, and the Chapter 13 plan was confirmed on January 8, 2021.
3. The Debtor is joint owner of real estate located at 4412 Washington Drive, Richton Park, Illinois.
4. The Debtor desires to sell said property and have her portion of any net proceeds paid to her Chapter 13 plan.
5. The Debtor has entered into a real estate contract for the sale of the property. (Contract pages attached as Exhibit A)
6. The sale of said property will not prejudice any creditors, and will facilitate the completion of the Debtor's Chapter 13 plan.

WHEREFORE, the Debtor, Patricia Gistarb, prays that this Honorable Court grant Debtor's Motion for Leave to Sell Real Property.

Respectfully Submitted,

/s/ John Ellmann

John J. Ellmann, A.R.D.C. #6257894
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC
790 Chaddick Drive
Wheeling, IL 60090
847/ 520-8100
davidsiegelbk@gmail.com



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1. **THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2. Buyer Name(s) [PLEASE PRINT] Michelle L Bogan

3. Seller Name(s) [PLEASE PRINT] GISTARB ALFRED PATRICA GISTARB

4. If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.

EXHIBIT A

5. **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of Accessor commonly known as:

8. 4412 Washington dr

Richton Park

IL, 60471

Cook

9. Address

Unit # (If applicable)

City

State

Zip

County

10. Permanent Index Number(s): 31341010230000

☒ Single Family Attached ☐ Single Family Detached ☐ Multi-Unit

11. If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12. [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13. If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14. [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

15. **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

19. <input checked="" type="checkbox"/> Refrigerator	Wine/Beverage Refrigerator	<input checked="" type="checkbox"/> Light Fixtures, as they exist	<input checked="" type="checkbox"/> Fireplace Gas Log(s)
20. <input checked="" type="checkbox"/> Oven/Range/Stove	Sump Pump(s)	<input checked="" type="checkbox"/> Built-in or attached shelving	<input checked="" type="checkbox"/> Smoke Detectors
21. <input checked="" type="checkbox"/> Microwave	Water Softener (unless rented)	<input checked="" type="checkbox"/> All Window Treatments & Hardware	<input checked="" type="checkbox"/> Carbon Monoxide Detectors
22. <input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Central Air Conditioning	Satellite Dish	Invisible Fence System, Collar & Box
23. <input type="checkbox"/> Garbage Disposal	Central Humidifier	Wall Mounted Brackets (AV/TV)	<input checked="" type="checkbox"/> Garage Door Opener(s)
24. <input type="checkbox"/> Trash Compactor	Central Vac & Equipment	Security System(s) (unless rented)	with all Transmitters
25. <input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> All Tacked Down Carpeting	Intercom System	Outdoor Shed
26. <input checked="" type="checkbox"/> Dryer	Existing Storms & Screens	Electronic or Media Air Filter(s)	Outdoor Playset(s)
27. <input type="checkbox"/> Attached Gas Grill	Window Air Conditioner(s)	Backup Generator System	Planted Vegetation
28. <input checked="" type="checkbox"/> Water Heater	<input checked="" type="checkbox"/> Ceiling Fan(s)	<input checked="" type="checkbox"/> Fireplace Screens/Doors/Grates	Hardscape

29. Other Items Included at No Added Value: N/A

30. Items Not Included: N/A

31. Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: N/A

33. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

35. If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.

36. **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 160,000. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

39. a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ ZERO to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42. b) **EARNEST MONEY:** Earnest Money of \$ 5000 shall be tendered to Escrowee on or before 2 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ N/A shall be tendered

44. by N/A. Earnest Money shall be held in trust for the mutual benefit of the Parties by

Buyer Initial

MLB
05/30/21
5:56 PM CDT

Buyer Initial

Seller Initial

AG

Seller Initial

P.G

Address: 4412 Washington dr Richton Park IL 60471

45 [CHECK ONE]: ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."
 46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
 47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on 07/09/2021 or at such time as mutually agreed by the Parties in
 50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
 51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
 53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
 54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 MLB A. G. O. G. ☐ a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
 57 5:56 PM CDT 05/30/21 Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
 58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
 59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
 60 as follows: [CHECK ONE] ☒ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☒ FHA; ☐ VA; ☐ USDA;
 61 ☐ other _____ loan for 96.5 % of the Purchase Price, plus private mortgage insurance (PMI),
 62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed 5 % per annum,
 63 amortized over not less than 30 years. Buyer shall pay discount points not to exceed 1 % of the loan amount.
 64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
 66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
 67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
 68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
 69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
 70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
 72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
 73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
 74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
 76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
 77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
 79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
 80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
 81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
 83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 ☐ ☐ ☐ ☐ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
 85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
 86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial MLB Buyer Initial
05/30/21
5:56 PM CDT
 Address: 4412 Washington dr. Richton Park IL 60471

Seller Initial A. G. Seller Initial P. G.

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
 515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 05/30/2021

519 Date of Offer

DATE OF ACCEPTANCE

520 Michelle L. Bogan

DocuSign verified
 05/30/21 5:56 PM CDT
 IL68-0628-KDN-WH-MQR

6/1/21

Patricia Gistarb

521 Buyer Signature

Seller Signature

522

Alfred Gistarb

523 Buyer Signature

Seller Signature

524 Michelle L. Bogan

GISTARB ALFRED

Gistarb Patricia

525 Print Buyer(s) Name(s) [REQUIRED]

Print Seller(s) Name(s) [REQUIRED]

526

527 Address [REQUIRED]

Address [REQUIRED]

528

529 City, State, Zip [REQUIRED]

City, State, Zip [REQUIRED]

530 kaywell49@yahoo.com

531 Phone

E-mail

Phone

E-mail

532

FOR INFORMATION ONLY

533 Real People Realty

16938

478.010059

HomeSmart Realty Group

534 Buyer's Brokerage

MLS #

State License #

Seller's Brokerage

MLS #

State License #

535 9981 W 190th St, Suite H, Mokena, IL 60448

536 Address

City

Zip

Address

City

Zip

537 Bobbie Warren

167728

475.132085

Victor Jones

538 Buyer's Designated Agent

MLS #

State License #

Seller's Designated Agent

MLS #

State License #

539 708.724.9501

(708)478-6866

540 Phone

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Phone

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541 bobbie.warren@icloud.com

jones745@aol.com

542 E-mail

E-mail

543

544 Buyer's Attorney

E-mail

Seller's Attorney

E-mail

545

546 Address

City

State

Zip

Address

City

State

Zip

547

548 Phone

Fax

Phone

Fax

549

550 Mortgage Company

Phone

Homeowner's/Condo Association (if any)

Phone

551

552 Loan Officer

Phone/Fax

Management Co./Other Contact

Phone

553

554 Loan Officer E-mail

Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner. Buyer requests verification that this offer was presented.

556 Seller rejection: This offer was presented to Seller on _____ at _____ a.m./p.m. and rejected on _____

557 _____ at _____ a.m./p.m. [SELLER INITIALS]

558 © 2018. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.irel.org (website of Illinois Real Estate Lawyers
 559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® • Chicago Association of REALTORS® • Chicago Bar Association • DuPage County Bar Association •
 560 Heartland REALTOR® Organization • Grundy County Bar Association • HomeTown Association of REALTORS® • Illinois Real Estate Lawyers Association • Illini Valley Association of REALTORS® • Kane
 561 County Bar Association • Kankakee-Iroquois-Ford County Association of REALTORS® • Mainstreet Organization of REALTORS® • McHenry County Bar Association • North Shore-Barrington Association
 562 of REALTORS® • North Suburban Bar Association • Northwest Suburban Bar Association • Oak Park Area Association of REALTORS® • REALTOR® Association of the Fox Valley, Inc. • Three Rivers
 563 Association of REALTORS® • Will County Bar Association •